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LAKEPOINT, UTAH

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated July 30, 1990, is between Chevron U.S.A. Inc. a Pennsylvania corporation ("Grantor") and McDONALD'S CORPORATION, a Delaware corporation ("Grantee"). The following statements are a material part of this agreement:

- A. Grantee is, or will be at the time of recording of this document, the owner of Parcel 1 described in Exhibit A, attached, and the owner of Parcel 6, described on Exhibit C, attached. Parcel 6 is a part of Parcel 1.
- B. Grantor is the owner of Parcel 2 described in Exhibit B, attached, and the owner of Parcel 5, described on Exhibit D, attached. Parcel 5 is a part of Parcel 2..
- C. Grantor wishes to grant, and Grantee wishes to receive, certain easements over, under and across Parcel 5.
- D. Grantee wishes to grant, and Grantor wishes to receive, certain easements over, under and across Parcel 1.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. RECIPROCAL - ACCESS EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 1, over, upon and across Parcel 5 described in Exhibit D.

Grantee grants and conveys to Grantor a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 2, over, upon and across Parcel 6 described in Exhibit C.

Grantor and Grantee shall indemnify, defend and hold each other harmless from all costs, damage, or claims of damage arising out of or in any way resulting from Grantor or Grantee, their heirs, successor's, assignees', tenant's, licensees', or customer's use of the easements granted to each other.

BOOK 307
 036109
 PAGE 33-41
 EN PT AB Bk 1a

RECORDED AT REQUEST OF
ASSOCIATED TITLE COMPANY

1990 AUG 31 PM 1:26

DONNA S. MCKENDRICK
TOCELE COUNTY RECORDER

DEPUTY MW FEE 16.50
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The parties agree to improve their respective property on Parcels 5 and 6 with a permanent road surface of concrete or asphalt, to ensure reciprocal-access between Parcel 1 and 2. Grantor grants to Grantee the right to construct a standard concrete curb on Parcel 5 as shown on Exhibit E, attached, at Grantee's sole cost and expense.

The parties agree to maintain that portion of the roadway on their respective parcel and if either party fails to maintain the roadway, the non-defaulting party may after 30 days written notice, repair or maintain the roadway on the defaulting party's parcel and further, the defaulting party shall pay the non defaulting party all reasonable expenses incurred by the non defaulting party in curing the defaulting party's default within 30 days after the non defaulting party has cured said default.

2. WARRANTIES OF TITLE

Each party warrants to the other that each has good and indefeasible fee simple title to the easement premises; that each party has the full right and lawful authority to grant these easements, that each party will defend and indemnify the other against all lawful claims, arising out of the failure of title, and that each party shall and may peaceably have, hold and enjoy the easements.

3. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

4. NOTICE

220 SEATTLE, WA. 98111

Grantor's address is P.O. Box ~~5004 San Ramon, California 94583-0804~~ and Grantee's address is McDonald's Corporation, Real Estate/Legal Department, One McDonald's Plaza, Oak Brook, Illinois 60521, attention: Director, Real Estate/Legal Department. Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR: CHEVRON U.S.A., INC.

GRANTEE: McDONALD'S CORPORATION

By: *Randy E. Hotaling*
Vice President *Attorney-in-Fact*

By: *Joseph J. Thomas*
Director

Attest: _____
Its: _____

ATTEST:
By: *Glennia Jantzen*
Assistant Secretary



WITNESS:
Arthur J. [unclear]

WITNESS:
Jeanne [unclear]
Sheyla [unclear]

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B, C, D and E)

- Exhibit A: legal description of Grantee's property (Parcel 1)
- Exhibit B: legal description of Grantor's property (Parcel 2)
- Exhibit C: legal description of Grantee's property (Parcel 6)
- Exhibit D: legal description of Grantor's property (Parcel 5)
- Exhibit E: sketch of curb to be constructed

Prepared by and Return to:

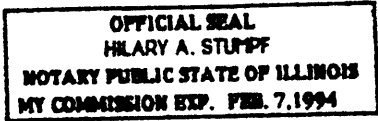
Nancy A. Kane
Real Estate Legal Department
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60521

5781J/1-3

STATE OF ILLINOIS
COUNTY OF DuPage SS:

I, HILARY A. STUMPF, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Joseph R. Thomas, Department Director of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Department Director appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Department Director and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of July, 1990.



Hilary A. Stumpf
Notary Public

My commission expires Feb. 7, 1994.

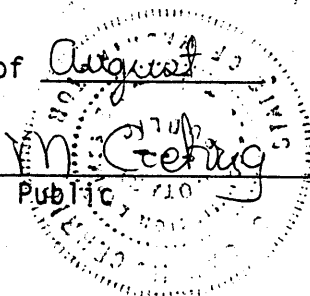
(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF Washington
COUNTY OF King SS:

I, Susan M. Gehrig, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Gary E. Hotaling and _____ of Chevron U.S.A. Inc. who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(they) signed, sealed and delivered the said instrument as (his)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of August, 1990.

Susan M. Gehrig
Notary Public



My commission expires 12-15-92.

(MCDONALD'S FEE PARCEL) (COMPOSITE OF PARCELS 1 & 2)

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY 40 (ALSO KNOWN AS STATE HIGHWAY 36), $S34^{\circ}10'27''$ (BASIS OF BEARING) 260.49 FEET FROM THE INTERSECTION OF SAID RIGHT OF WAY AND THE SOUTHERLY LINE OF A FRONTAGE ROAD, SAID SOUTHERLY LINE BEING PARALLEL WITH AND 90 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE 'L' LINE OF UTAH STATE HIGHWAY PROJECT 1-80-2(3)79, SAID INTERSECTION REFERRED TO IN OTHER DEEDS AS BEING APPROXIMATELY AT ENGINEER'S STATION 113+45.28, SAID INTERSECTION ALSO REPORTED AS BEING APPROXIMATELY 435 FEET EAST AND 90 FEET NORTH FROM THE CENTER OF SECTION 35, TOWNSHIP 1 SOUTH RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING $N34^{\circ}10'27''E$ 900.04 FEET FROM A STATE RIGHT OF WAY MONUMENT ON SAID NORTHWESTERLY RIGHT OF WAY, THENCE $S34^{\circ}10'27''W$ 573.67 FEET ALONG SAID U.S. HIGHWAY 40 RIGHT OF WAY, THENCE $N52^{\circ}46'30''W$, PARALLEL WITH SAID SOUTHERLY LINE OF FRONTAGE ROAD, 413.16 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE 80 FREEWAY AT A CALCULATED EAST BOUND LANE ENGINEER'S STATION 5195+73.17 (CALCULATED FROM DATA FOUND ON SHEETS 23 AND 24 OF UTAH DEPARTMENT OF TRANSPORTATION PLANS FOR SAID PROJECT 1-80-2(3)79) SAID POINT BEING ON THE ARC OF A 25,584.79 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS $N50^{\circ}41'26''W$, THENCE NORTHEASTERLY ALONG SAID I-80 RIGHT OF WAY AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF $1^{\circ}48'34''$, A DISTANCE OF 800.04 FEET, THENCE $S52^{\circ}46'30''E$ 99.25 FEET, THENCE $S34^{\circ}30'W$ 243.57 FEET, THENCE $S54^{\circ}30'30''E$ 255.30 FEET TO THE POINT OF BEGINNING, CONTAINING 5.670 ACRES OR 246,978.4 SQUARE FEET.

(CHEVRON PROPERTY):

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY 40 (ALSO KNOWN AS STATE HIGHWAY 36),
 S34°10'27"W (BASIS OF BEARING) 268.49 FEET FROM THE INTERSECTION OF SAID RIGHT OF WAY AND THE SOUTHERLY LINE
 OF A FRONTAGE ROAD, SAID SOUTHERLY LINE BEING PARALLEL WITH AND 90 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM
 THE 'L' LINE OF UTAH STATE HIGHWAY PROJECT I-80-2(3)79, SAID INTERSECTION REFERRED TO IN OTHER DEEDS AS BEING
 APPROXIMATELY AT ENGINEER'S STATION 113+45.28, SAID INTERSECTION ALSO REPORTED AS BEING APPROXIMATELY 435 FEET
 EAST AND 98 FEET NORTH FROM THE CENTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN
 POINT OF BEGINNING ALSO BEING N34°10'27"E 988.84 FEET FROM A STATE RIGHT OF WAY MONUMENT ON SAID NORTHWESTERLY
 RIGHT OF WAY, THENCE S 34°10'27"W 131.51 FEET ALONG SAID RIGHT OF WAY, THENCE N52°46'30"W, PARALLEL WITH SAID SOUTHERLY
 LINE OF FRONTAGE ROAD (RECORD - NORTHWESTERLY) 377.37 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE 80 FREEWAY
 A CALCULATED EAST BOUND LANE ENGINEER'S STATION 5200+12.80 (CALCULATED FROM DATA FOUND ON SHEETS 23 & 24 OF UTAH
 DEPARTMENT OF TRANSPORTATION PLANS FOR SAID PROJECT I-80-2(3)79, SAID POINT BEING ON THE ARC OF A 25,584.79 FOOT RADIUS
 CURVE, THE CENTER OF WHICH BEARS N51°40'47"W, THENCE NORTHEASTERLY ALONG SAID I-80 RIGHT OF WAY AND SAID CURVE, TO
 THE LEFT, THROUGH A CENTRAL ANGLE OF 0°49'13", A DISTANCE OF 366.33 FEET, THENCE S52°46'30"E 99.25 FEET, THENCE
 S4°30'W 243.57 FEET, THENCE S54°38'30"E 255.30 FEET TO THE POINT OF BEGINNING, CONTAINING 1.670 ACRES OR
 738.1 SQUARE FEET.

PARCEL 6 (CROSS EASEMENT):

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY 40 (ALSO KNOWN AS STATE HIGHWAY 36), S34°10'27"W (BASIS OF BEARING) 268.49 FEET FROM THE INTERSECTION OF SAID RIGHT OF WAY AND THE SOUTHERLY LINE OF A FRONTAGE ROAD, SAID SOUTHERLY LINE BEING PARALLEL WITH AND 90 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE 'L' LINE OF UTAH STATE HIGHWAY PROJECT 1-80-2(3)79, SAID INTERSECTION REFERRED TO IN OTHER DEEDS AS BEING APPROXIMATELY AT ENGINEER'S STATION 113+45.20, SAID INTERSECTION ALSO REPORTED AS BEING APPROXIMATELY 435 FEET EAST AND 90 FEET NORTH FROM THE CENTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT OF BEGINNING ALSO BEING N34°10'27"E 988.84 FEET FROM A STATE RIGHT OF WAY MONUMENT ON SAID NORTHWESTERLY RIGHT OF WAY; THENCE S 34°10'27"W 82.00 FEET ALONG SAID RIGHT OF WAY; THENCE N55°49'33"W 45.50 FEET; THENCE N34°10'27' 82.93 FEET; THENCE S54°38'30"E 45.51 FEET TO THE POINT OF BEGINNING.

PARCEL 5 (CROSS EASEMENT):

BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF U. S. HIGHWAY 40 (ALSO KNOWN AS STATE HIGHWAY 36),
N34°10'27"W (BASIS OF BEARING) 268.49 FEET FROM THE INTERSECTION OF SAID RIGHT OF WAY AND THE SOUTHERLY LINE
OF A FRONTAGE ROAD, SAID SOUTHERLY LINE BEING PARALLEL WITH AND 90 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM
THE 'L' LINE OF UTAH STATE HIGHWAY PROJECT I-00-2(3)79, SAID INTERSECTION REFERRED TO IN OTHER DEEDS AS BEING
APPROXIMATELY AT ENGINEER'S STATION 113+45.28, SAID INTERSECTION ALSO REPORTED AS BEING APPROXIMATELY 435 FEET
EAST AND 90 FEET NORTH FROM THE CENTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN
SAID POINT OF BEGINNING ALSO BEING N34°10'27"E 980.04 FEET FROM A STATE RIGHT OF WAY MONUMENT ON SAID NORTHWESTERLY
RIGHT OF WAY; THENCE N 34°10'27"E 03.00 FEET ALONG SAID RIGHT OF WAY; THENCE N55°49'33"W 45.50 FEET; THENCE S34°10'27"
E 2.07 FEET; THENCE S54°30'30"E 45.51 FEET TO THE POINT OF BEGINNING.

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